

442

STATE OF OKLAHOMA, )  
 ) SS.  
 Tulsa County, )

Before me the undersigned, a Notary Public, in and for said County and State on this 20th day of March, 1923, personally appeared L. E. Hicks and Pray Hicks, his wife, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned,

My Commission expires on the 16th day of January 1927.

(SEAL)

Beulah Mcallister, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 22, 1923 at 2:30 o'clock P.M. in Book 442, page 523

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

225350 G. J. COMPANED

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Geo. M.

Lucas and Velma M. Lucas, his wife of Tulsa County, in the State of Oklahoma parties of the first part, hereby mortgage to FIDELITY INVESTMENT COMPANY of Tulsa Oklahoma, a corporation duly organized and

doing business under and by virtue of the statutes in Tulsa County, state of Oklahoma, to-wit:

The South Fifty (50) Feet of Lot six (6) Block Two (2), Pleasant view Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Twenty two Hundred Fifty Dollars, with interest thereon at the rate of 8 per centum per annum, payable monthly from date according to the terms of one certain promissory note described as follows to-wit:

One certain promissory note for the principal sum of Twenty Two Hundred Fifty and No/100 (\$2250.00) dollars, dated March 17th, 1923 and due in monthly instalments of \$50.00 per month from date, deducting interest each month from said payment and applying balance on principal untill paid in full.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except one certain mortgage in the sum of Seventeen Hundred Fifty (\$1750.00) dollars as appears of record, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection